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Attorneys for Defendants and Counter claimants
Robert Mandell and the Mandell Law Firm

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re

GIRARDI KEESE

Debtor.

ELISSA D. MILLER
Chapter 7 Trustee,

Plaintiff

v.

ROBERT MANDELL, an individual;
THE MANDELL LAW FIRM, and
ROBERT W. FINNERTY, an individual.

Defendants.

ROBERT MANDELL, an individual,
and THE MANDELL LAW FIRM

v.

ELISSA D. MILLER, solely in her
capacity as the Chapter 7 Trustee, and
ROBERT W. FINNERTY, an individual

Case No.: 2:20-BK-21022-BR

Chapter 7

Adversary Case No.: 2:21-ap-01175-BR

ANSWER TO COMPLAINT FOR:

**(1) TURNOVER OF PROPERTY OF
THE ESTATE UNDER 11 U.S.C. § 542.**

(2) DECLARATORY RELIEF.

(3) ACCOUNTING.

(4) CONVERSION; AND

(5) INJUNCTIVE RELIEF

AND

COUNTERCLAIM IN INTERPLEADER

1 COME NOW Defendants Robert Mandell and The Mandell Law Firm and, by way of
2 answer to the Complaint for (1) Turnover of Property of the Estate Under 11 U.S.C. § 542; (2)
3 Declaratory Relief; (3) Accounting; (4) Conversion; and (5) Injunctive Relief filed by Plaintiff,
4 Elissa D. Miller, Chapter 7 Trustee for the bankruptcy estate of Girardi Keese,

5 1. Answering Paragraph 1 of the Complaint, the Mandell Defendants admit the
6 allegations contained therein.

7 2. Answering Paragraph 2 of the Complaint, the Mandell Defendants admit the
8 allegations contained therein.

9 3. Answering Paragraph 3 of the Complaint, the Mandell Defendants admit the
10 allegations contained therein.

11 4. Answering Paragraph 4 of the Complaint, the Mandell Defendants admit the
12 allegations contained therein.

13 5. Answering Paragraph 5 of the Complaint, the Mandell Defendants admit the
14 allegations contained therein.

15 6. Answering Paragraph 6 of the Complaint, the Mandell Defendants admit the
16 allegations contained therein.

17 7. Answering Paragraph 7 of the Complaint, the Mandell Defendants admit the
18 allegations contained therein.

19 8. Answering Paragraph 8 of the Complaint, the Mandell Defendants admit the
20 allegations contained therein.

21 9. Answering Paragraph 9 of the Complaint, the Mandell Defendants admit the
22 allegations contained therein.

23 10. Answering Paragraph 10 of the Complaint, the Mandell Defendants lack
24 sufficient information or belief to enable them to admit or deny the allegations contained in said
25 Paragraph 10, and, on that basis, deny, generally and specifically, each and every allegation
26 contained in Paragraph 10.

27 11. Answering Paragraph 11 of the Complaint, the Mandell Defendants lack
28 sufficient information or belief to enable them to admit or deny the allegations contained in said

1 Paragraph 11, and, on that basis, deny, generally and specifically, each and every allegation
2 contained in Paragraph 11.

3 12. Answering Paragraph 12 of the Complaint, the Mandell Defendants lack
4 sufficient information or belief to enable them to admit or deny the allegations contained in said
5 Paragraph 12, and, on that basis, deny, generally and specifically, each and every allegation
6 contained in Paragraph 12.

7 13. Answering Paragraph 13 of the Complaint, the Mandell Defendants admit the
8 allegations contained therein.

9 14. Answering Paragraph 14 of the Complaint, the Mandell Defendants admit the
10 allegations contained therein.

11 15. Answering Paragraph 15 of the Complaint, the Mandell Defendants admit the
12 allegations contained therein.

13 16. Answering Paragraph 16 of the Complaint, the Mandell Defendants admit the
14 allegations contained therein.

15 17. Answering Paragraph 17 of the Complaint, the Mandell Defendants admit the
16 allegations contained therein.

17 18. Answering Paragraph 18 of the Complaint, the Mandell Defendants admit the
18 allegations contained therein.

19 19. Answering Paragraph 19 of the Complaint, the Mandell Defendants admit that the
20 Individual Defendants (as defined in the Complaint) filed a Motion for Determination of Good
21 Faith Settlement but, as to any remaining allegations contained in Paragraph 19, the Mandell
22 Defendants allege that they have insufficient information or belief to enable them to admit or
23 deny the allegations contained in said Paragraph 19, and, on that basis, deny, generally and
24 specifically, each and every remaining allegation contained in Paragraph 19.

25 20. Answering Paragraph 20 of the Complaint, the Mandell Defendants admit the
26 allegations contained therein.

27 21. Answering Paragraph 21 of the Complaint, the Mandell Defendants admit the
28 allegations contained therein.

1 22. Answering Paragraph 22 of the Complaint, the Mandell Defendants admit the
2 allegations contained therein.

3 23. Answering Paragraph 23 of the Complaint, the Mandell Defendants admit that a
4 Motion for Determination of Good Faith Settlement was filed by or on behalf of Donaldson. As
5 to any remaining allegations contained in Paragraph 23, the Mandell Defendants allege that they
6 have insufficient information or belief to enable them to admit or deny the allegations contained
7 in said Paragraph 23, and, on that basis, deny, generally and specifically, each and every
8 remaining allegation contained in Paragraph 23.

9 24. Answering Paragraph 24 of the Complaint, the Mandell Defendants admit the
10 allegations contained therein.

11 25. Answering Paragraph 25 of the Complaint, the Mandell Defendants deny the
12 allegations contained therein.

13 26. Answering Paragraph 26 of the Complaint, the Mandell Defendants deny the
14 allegations contained therein.

15 27. Answering Paragraph 27 of the Complaint, the Mandell Defendants deny the
16 allegations contained therein.

17 28. Answering Paragraph 28 of the Complaint, the Mandell Defendants deny the
18 allegations contained therein.

19 29. Answering Paragraph 29 of the Complaint, the Mandell Defendants admit that, on
20 or about February 12, 2019, and after the court in the Exide Action entered an order approving
21 the Individual Defendants' Motion for Determination of Good Faith Settlement, the Vernon Tort
22 Claims Trust disbursed the sum of \$4,287,500 via wire to Robert Mandell and/or The Mandell
23 Law Firm for professional fees related to the Exide Action. As to any remaining allegations
24 contained in Paragraph 29, the Mandell Defendants lack sufficient information or belief to enable
25 them to admit or deny the allegations contained in said Paragraph 29, and, on that basis, deny,
26 generally and specifically, each and every remaining allegation contained in Paragraph 29.

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2 30. Answering Paragraph 30 of the Complaint, the Mandell Defendants admit that, on
3 or about October 9, 2019, and after the court in the Exide Action entered an order approving the
4 Individual Defendants' Motion for Determination of Good Faith Settlement, the Vernon Tort
5 Claims Trust issued a check in the amount of \$10,844.12 to Robert Mandell and/or The Mandell
6 Law Firm for professional fees related to the Exide Action. As to any remaining allegations
7 contained in Paragraph 30, the Mandell Defendants lack sufficient information or belief to enable
8 them to admit or deny the allegations contained in said Paragraph 30, and, on that basis, deny,
9 generally and specifically, each and every remaining allegation contained in Paragraph 30.

10 31. Answering Paragraph 31 of the Complaint, the Mandell Defendants deny the
11 allegations contained therein.

12 32. Answering Paragraph 32 of the Complaint, the Mandell Defendants admit the
13 allegations contained therein.

14 33. Answering Paragraph 33 of the Complaint, the Mandell Defendants admit that a
15 Substitution of Counsel was filed in the Exide Action whereby Robert F. Finnerty was
16 substituted as attorney of record for Jalbert in his capacity as trustee of the Vernon Tort Claims
17 Trust and the plaintiffs in the Exide Action. As to any remaining allegations contained in
18 Paragraph 33, the Mandell Defendants lack sufficient information or belief to enable them to
19 admit or deny the allegations contained in said Paragraph 33, and, on that basis, deny, generally
20 and specifically, each and every remaining allegation contained in Paragraph 33.

21 34. Answering Paragraph 34 of the Complaint, the Mandell Defendants admit that a
22 Substitution of Counsel was filed in the Exide Action whereby Robert F. Finnerty was substituted
23 as attorney of record for Jalbert in his capacity as trustee of the Vernon Tort Claims Trust and the
24 plaintiffs in the Exide Action. As to any remaining allegations contained in Paragraph 34, the
25 Mandell Defendants lack sufficient information or belief to enable them to admit or deny the
26 allegations contained in said Paragraph 34, and, on that basis, deny, generally and specifically,
27 each and every remaining allegation contained in Paragraph 34.

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1 35. Answering Paragraph 35 of the Complaint, the Mandell Defendants admit that the
2 correspondence referred to in Paragraph 35 of the Complaint was sent but lack sufficient
3 information or belief to enable them to admit or deny the veracity of the letter itself. On that
4 basis, the Mandell Defendants deny any remaining allegations contained in Paragraph 35.

5 36. Answering Paragraph 36 of the Complaint, the Mandell Defendants admit the
6 allegations contained therein.

7 37. Answering Paragraph 37 of the Complaint, the Mandell Defendants admit that
8 conversations between the Trustee and Robert Mandell took place. As to any remaining
9 allegations contained in Paragraph 37, the Mandell Defendants deny, generally and specifically,
10 each and every such remaining allegation.

11 38. Answering Paragraph 38 of the Complaint, the Mandell Defendants admit having
12 received correspondence from Trustee's counsel. As to any remaining allegations contained in
13 Paragraph 37, the Mandell Defendants lack sufficient information or belief to enable them to
14 admit or deny such facts as dates, and, on that basis, deny such allegations. Further, the Mandell
15 Defendants deny, generally and specifically, each and every remaining allegation contained in
16 Paragraph 38.

17 39. Answering Paragraph 39 of the Complaint, the Mandell Defendants admit having
18 received correspondence from Trustee's counsel. Ad to any remaining allegations contained in
19 Paragraph 39, the Mandell Defendants deny such remaining allegations.

20 40. Answering Paragraph 40 of the Complaint, the Mandell Defendants allege that
21 they have insufficient information or belief to enable them to admit or deny the allegations
22 contained in said Paragraph 40, and, on that basis, deny, generally and specifically, each and
23 every allegation contained in Paragraph 40.

24 41. Answering Paragraph 41 of the Complaint, the Mandell Defendants lack
25 sufficient information or belief to enable them to admit or deny the allegations contained in said
26 Paragraph 41, and, on that basis, deny, generally and specifically, each and every allegation
27 contained in Paragraph 41.
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1 42. Answering Paragraph 42 of the Complaint, the Mandell Defendants lack
2 sufficient information or belief to enable them to admit or deny the allegations contained in said
3 Paragraph 42, and, on that basis, deny, generally and specifically, each and every allegation
4 contained in Paragraph 42.

5 43. Answering Paragraph 43 of the Complaint, the Mandell Defendants admit that
6 Robert Mandell received a draft stipulation from Trustee's Counsel. As to any remaining
7 allegations contained in Paragraph 43, the Mandell Defendants lack sufficient information or
8 belief to enable them to admit or deny any such remaining allegations contained in Paragraph 43
9 and, on that basis, deny, generally and specifically, each and every such remaining allegation.

10 44. Answering Paragraph 44 of the Complaint, the Mandell Defendants lack
11 sufficient information or belief to enable them to admit or deny the allegations contained in said
12 Paragraph 44, and, on that basis, deny, generally and specifically, each and every allegation
13 contained in Paragraph 44.

14 45. Answering Paragraph 45 of the Complaint, the Mandell Defendants lack
15 sufficient information or belief to enable them to admit or deny the allegations contained in said
16 Paragraph 45, and, on that basis, deny, generally and specifically, each and every allegation
17 contained in Paragraph 45.

18 46. Answering Paragraph 46 of the Complaint, the Mandell Defendants admit that
19 Robert Mandell received email correspondence from the Trustee. As to any remaining
20 allegations contained in Paragraph 46, the Mandell Defendants deny any such remaining
21 allegations.

22 47. Answering Paragraph 47 of the Complaint, the Mandell Defendants admit that
23 Robert Mandell received email correspondence from the Trustee. As to any remaining
24 allegations contained in Paragraph 47, the Mandell Defendants deny any such remaining
25 allegations.

26 48. Answering Paragraph 48 of the Complaint, the Mandell Defendants lack
27 sufficient information or belief to enable them to admit or deny the allegations contained in said
28 Paragraph 48, and, on that basis, deny, generally and specifically, each and every allegation

1 contained in Paragraph 48.

2 49. Answering Paragraph 49 of the Complaint, the Mandell Defendants lack
3 sufficient information or belief to enable them to admit or deny the allegations contained in said
4 Paragraph 49, and, on that basis, deny, generally and specifically, each and every allegation
5 contained in Paragraph 49.

6 50. Answering Paragraph 50 of the Complaint, the Mandell Defendants admit the
7 allegations contained therein.

8 51. Answering Paragraph 51 of the Complaint, the Mandell Defendants admit that
9 Robert Mandell has received communications from the Trustee. As to any remaining allegations
10 contained in Paragraph 51, the Mandell Defendants deny any such remaining allegations.

11 52. Answering Paragraph 52 of the Complaint, the Mandell Defendants lack
12 sufficient information or belief to enable them to admit or deny the allegations contained in said
13 Paragraph 52, and, on that basis, deny, generally and specifically, each and every allegation
14 contained in Paragraph 52.

15 53. Answering Paragraph 53 of the Complaint, the Mandell Defendants lack
16 sufficient information or belief to enable them to admit or deny the allegations contained in said
17 Paragraph 53, and, on that basis, deny, generally and specifically, each and every allegation
18 contained in Paragraph 53.

19 54. Answering Paragraph 54 of the Complaint, the Mandell Defendants hereby repeat
20 and reallege the allegations contained in Paragraphs 1-53, inclusive, of this Answer as though set
21 forth fully at this place.

22 55. Answering Paragraph 55 of the Complaint, the Mandell Defendants lack
23 sufficient information or belief to enable them to admit or deny the allegations contained in said
24 Paragraph 55, and, on that basis, deny, generally and specifically, each and every allegation
25 contained in Paragraph 55.

26 56. Answering Paragraph 56 of the Complaint, the Mandell Defendants lack
27 sufficient information or belief to enable them to admit or deny the allegations contained in said
28 Paragraph 56, and, on that basis, deny, generally and specifically, each and every allegation

1 contained in Paragraph 56.

2 57. Answering Paragraph 57 of the Complaint, the Mandell Defendants lack
3 sufficient information or belief to enable them to admit or deny the allegations contained in said
4 Paragraph 57, and, on that basis, deny, generally and specifically, each and every allegation
5 contained in Paragraph 57.

6 58. Answering Paragraph 58 of the Complaint, the Mandell Defendants hereby repeat
7 and reallege the allegations contained in Paragraphs 1-57, inclusive, of this Answer as though set
8 forth fully herein.

9 59. Answering Paragraph 59 of the Complaint, the Mandell Defendants admit the
10 allegations contained therein.

11 60. Answering Paragraph 60 of the Complaint, the Mandell Defendants lack
12 sufficient information or belief to enable them to admit or deny the allegations contained in said
13 Paragraph 60, and, on that basis, deny, generally and specifically, each and every allegation
14 contained in Paragraph 60.

15 61. Answering Paragraph 61 of the Complaint, the Mandell Defendants hereby repeat
16 and reallege the allegations contained in Paragraphs 1-60, inclusive, of this Answer as though set
17 forth fully at this place

18 62. Answering Paragraph 62 of the Complaint, the Mandell Defendants lack
19 sufficient information or belief to enable them to admit or deny the allegations contained in said
20 Paragraph 62, and, on that basis, deny, generally and specifically, each and every allegation
21 contained in Paragraph 62.

22 63. Answering Paragraph 63 of the Complaint, the Mandell Defendants lack
23 sufficient information or belief to enable them to admit or deny the allegations contained in said
24 Paragraph 63, and, on that basis, deny, generally and specifically, each and every allegation
25 contained in Paragraph 63.

26 64. Answering Paragraph 64 of the Complaint, the Mandell Defendants hereby repeat
27 and reallege the allegations contained in Paragraphs 1-63, inclusive, of this Answer as though set
28 forth fully at this place.

1 65. Answering Paragraph 65 of the Complaint, the Mandell Defendants lack
2 sufficient information or belief to enable them to admit or deny the allegations contained in said
3 Paragraph 65, and, on that basis, deny, generally and specifically, each and every allegation
4 contained in Paragraph 65.

5 66. Answering Paragraph 66 of the Complaint, the Mandell Defendants deny the
6 allegations contained therein.

7 67. Answering Paragraph 67 of the Complaint, the Mandell Defendants lack
8 sufficient information or belief to enable them to admit or deny the allegations contained in said
9 Paragraph 67, and, on that basis, deny, generally and specifically, each and every allegation
10 contained in Paragraph 67.

11 68. Answering Paragraph 68 of the Complaint, the Mandell Defendants lack
12 sufficient information or belief to enable them to admit or deny the allegations contained in said
13 Paragraph 68, and, on that basis, deny, generally and specifically, each and every allegation
14 contained in Paragraph 68.

15 69. Answering Paragraph 69 of the Complaint, the Mandell Defendants deny the
16 allegations contained therein.

17 70. Answering Paragraph 70 of the Complaint, the Mandell Defendants deny the
18 allegations contained therein.

19 71. Answering Paragraph 71 of the Complaint, the Mandell Defendants deny the
20 allegations contained therein.

21 72. Answering Paragraph 72 of the Complaint, the Mandell Defendants hereby repeat
22 and reallege the allegations contained in Paragraphs 1-71, inclusive, of this Answer as though set
23 forth fully at this place.

24 73. Answering Paragraph 73 of the Complaint, the Mandell Defendants lack
25 sufficient information or belief to enable them to admit or deny the allegations contained in said
26 Paragraph 73, and, on that basis, deny, generally and specifically, each and every allegation
27 contained in Paragraph 73.

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1 74. In all instances, except as expressly admitted herein, the Mandell Defendants
2 deny each and every allegation contained in the Complaint.

3
4 **AFFIRMATIVE DEFENSES**

5 AS FURTHER AND SEPARATE AFFIRMATIVE DEFENSES to each and every Claim
6 for Relief stated in the Complaint, the Mandell Defendants are informed and believe and, on that
7 basis, allege as follows:

8 **FIRST AFFIRMATIVE DEFENSE**
9 **(Failure to State Causes of Action)**

10 As and for a First and Separate Affirmative Defense to each Claim for Relief in
11 the Complaint, the Mandell Defendants allege that Plaintiff's Complaint and each Claim for
12 Relief contained therein fails to state facts sufficient to constitute a Claim for Relief in that the
13 Mandell Defendants do not assert and never have asserted an interest in the funds which are the
14 subject of the Complaint

15 **SECOND AFFIRMATIVE DEFENSE**
16 **(Statutes of Limitation)**

17 As and for a Second and Separate Affirmative Defense to the Complaint and each
18 Claim for Relief contained therein, this Mandell Defendants allege that the Complaint and each
19 Claim for Relief contained therein are barred by the applicable statutes of limitation.

20 **THIRD AFFIRMATIVE DEFENSE**
21 **(Laches)**

22 As and for a Third and Separate Affirmative Defense to the Complaint and each Claim
23 for Relief contained therein, the Mandell Defendants allege that the Complaint and each Claim
24 for Relief contained therein are barred by the equitable doctrine of laches in that the Plaintiff has
25 unreasonably delayed in filing this Complaint and said unreasonable delay has resulted and will
26 continue to result in the Mandell Defendants suffering damages due to prejudice to defendants.
27
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FOURTH AFFIRMATIVE DEFENSE
(Failure to mitigate damages)

As and for a Fourth and Separate Affirmative Defense to the Complaint and each Claim for Relief contained therein, the Mandell Defendants allege that Plaintiff has failed to mitigate her damages, if any she has in that Plaintiff has repeatedly failed to seek agreement as to the disposition of the funds with competing claimants.

FIFTH AFFIRMATIVE DEFENSE
(Waiver)

As and for a Fifth and Separate Affirmative Defense to the Complaint and each Claim for Relief contained therein, the Mandell Defendants allege that the Complaint and each Claim for Relief contained therein are barred by the defense of waiver.

SIXTH AFFIRMATIVE DEFENSE
(Alleged false statements were statements of opinion only)

As and for a Sixth and Separate Affirmative Defense to the Complaint and each Claim for Relief contained therein, the Mandell Defendants allege that any false statements alleged to have been made by them in the Complaint were statements of opinion only, and thus are not actionable in that Plaintiff is now and has been fully aware that Mandell Defendants have no interest in the disputed funds, that they hold the funds reluctantly and inadvertently in escrow for the competing claimants, including Plaintiff, that is untrue that Mandell Defendants have interfered with anyone's interest or converted the funds, or otherwise have acted improperly in any manner whatsoever.

SEVENTH AFFIRMATIVE DEFENSE
(Unjust enrichment)

As and for a Seventh and Separate Affirmative Defense to the Complaint and each Claim for Relief contained therein, the Mandell Defendants allege that the Complaint and each and every Claim for Relief contained therein are barred by the defense of unjust enrichment in that Plaintiff would be unjustly enriched if she were to recover any relief requested in the Complaint on the grounds that Plaintiff has used improper tactics and, malicious prosecution for conversion and other methods in order to gain an advantage over judgment lien holders and other rightful

claimants to the disputed funds solely for the purposes of securing Trustee's fees on the same,
which fees are not justified under the circumstances.

EIGHTH AFFIRMATIVE DEFENSE
(Lack of standing)

As and for an Eighth and Separate Affirmative Defense to the Complaint and each Claim
for Relief contained therein, the Mandell Defendants allege that the Complaint and each and
every Claim for Relief contained therein are barred by the defense of lack of standing in that
Plaintiff lacks standing to file the Complaint as she is not the real party in interest in that other
claimants perfected their liens against the disputed funds sufficiently in advance of the filing of
the bankruptcy petition such as to deprive Plaintiff of any rights thereto.

NINTH AFFIRMATIVE DEFENSE
(Unclean Hands)

As and for a Ninth and Separate Affirmative Defense to the Complaint and each Claim
for Relief contained therein, the Mandell Defendants allege that the Complaint and each and
every Claim for Relief contained therein are barred by the doctrine of unclean hands in that
Plaintiff has used improper tactics and malicious prosecution for conversion and other methods
in order to gain an advantage over judgment lien holders and other rightful claimants to the
disputed funds solely for the purposes of securing Trustee's fees on the same, which fees are not
justified under the circumstances.

TENTH AFFIRMATIVE DEFENSE
(Estoppel)

As and for a Tenth and Separate Affirmative Defense to the Complaint and each Claim
for Relief contained therein, the Mandell Defendants allege that the Complaint and each and
every Claim for Relief contained therein are barred by the doctrine of estoppel in that Plaintiff is
estopped from raising any claim against this Mandell Defendants due to the fact that that
Plaintiff has used improper tactics, abuse of process and malicious prosecution for conversion
and other methods in order to gain an advantage over judgment lien holders and other rightful

claimants to the disputed funds solely for the purposes of securing Trustee's fees on the same,
which fees are not justified under the circumstances.

ELEVENTH AFFIRMATIVE DEFENSE
(Reservation of right to amend Answer)

The Mandell Defendants presently have insufficient knowledge and information
upon which to form a belief as to whether they may have additional, and as yet unstated,
affirmative defenses available. As such, the Mandell Defendants reserve the right to seek leave
of Court to amend their Answer to assert additional affirmative defenses in the event that
discovery reveals facts which render them appropriate.

WHEREFORE, Defendants pray that Plaintiff:

1. Take nothing by her complaint;
2. That said complaint be dismissed against the Mandell Defendants with prejudice;
3. For the attorney's fees and costs of suit incurred herein; and
4. For such other and further relief as the court may deem just and proper.

Dated: December 13, 2021

WEIL LAW FIRM

By: 

DIANE C. WEIL, Esq.
Attorneys for defendants
ROBERT J. MANDELL
and THE MANDELL LAW FIRM

COUNTERCLAIM IN INTERPLEADER

Plaintiffs Robert Mandell and The Mandell Law Firm ("Plaintiffs") hereby allege as follows:

I

GENERAL ALLEGATIONS

1. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157(b)(1) and 1334.

2. This proceeding is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (B).

3. Venue is proper in this Court pursuant to 28 U.S.C. § 1409(a) as this adversary proceeding arises under and is related to a case under Title 11 of the United States Code which is pending in this Court and is a counterclaim to an adversary proceeding pending in this Court.

4. This adversary proceeding is brought pursuant to Rule 7001(1) of the Federal Rules of Bankruptcy Procedure ("FRBP").

5. Counterclaimant Robert Mandell is an individual and is one of the defendants in an Adversary Proceeding entitled *Elissa Miller v Robert Mandell, The Mandell Law Firm and Robert W. Finnerty*, presently pending before this Court as Adv. No. 2:21-ap-01175-BR (the "Action").

6. Counterclaimant The Mandell Law Firm is also one of the defendants in the Action.

7. Counterclaimants are informed and believe that Counterclaim Defendant, Elissa Miller is the chapter 7 trustee (the "Trustee") in that certain bankruptcy case entitled *In re Girardi Keese*, presently pending before this Court as Case No. 2:20-bk-21022-BR (the "Bankruptcy Case"). She is sued herein solely in her representative capacity as the Trustee.

only valid to the extent of the Debtor's interest in the Exide Fees, Counterclaimants have no knowledge regarding the relative validity or priority of such Secured Claims.

15. Counterclaimants having received any and all amounts due to them from the Exide Fees and all referral fees owed by Counterclaimants having been paid, **Counterclaimants have no interest in the remaining Exide Fees.**

16. Counterclaimants are unable to determine the validity of the conflicting claims of the Trustee and Finnerty to the Exide Fees and is unable to distribute the Exide Fees without risking liability to one or the other.

17. Counterclaimants have made both the Trustee and Finnerty aware that the other claims to be the rightful owner of some or all of the Exide Fees and to date, neither has given up their respective claims thereto.

18. The respective claims made by the Trustee and Finnerty are adverse and are made without any collusion by Counterclaimants. Counterclaimants are unable to safely determine which of the conflicting claims is valid.

19. Counterclaimants have incurred attorney's fees as a result of this dispute and the necessity of this interpleader action.

WHEREFORE, Counterclaimants pray that this Court enter judgment against Counterclaim Defendants and each of them, as follows:

1. That Counterclaim Defendants and each of them be ordered to interplead and litigate their respective rights to the Exide Fees;

2. That Counterclaimants be authorized to deposit the Exide Fees in Court pending a resolution of the conflicting claims to the Exide Fees;

3. That Counterclaimants be discharged from any and all liability on account of the claims of each of the Counterclaim Defendants;

4. That Counterclaim Defendants be restrained from prosecution of any action against Counterclaimants regarding their respective claims to the Exide Fees;

1 5. That Counterclaimants be awarded costs and reasonable attorneys' fees to be
2 determined by the Court and paid directly out of the Exide Fees prior to the deposit thereof with
3 the Court; and

4 6. For such other and further relief as this Court deems just and proper.
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6 Dated: December 13, 2021
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WEIL LAW FIRM

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9 By: 

DIANE C. WEIL, Esq.

Attorneys for defendants

ROBERT J. MANDELL

and THE MANDELL LAW FIRM
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
5950 Canoga Avenue, Suite 400, Woodland Hills California 91367

A true and correct copy of the foregoing document entitled (*specify*): Answer to Complaint for: (1) Turnover of Property of the Estate; (2) Declaratory Relief; (3) Accounting; et al and Counterclaim in Interpleader

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 12/13/21, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Kyra E Andrassy kandrassy@swelawfirm.com,
lgarrett@swelawfirm.com;
gcruz@swelawfirm.com;
jchung@swelawfirm.com –
Timothy W Evanston tevanston@swelawfirm.com,
gcruz@swelawfirm.com;
lgarrett@swelawfirm.com;
jchung@swelawfirm.com
- Elissa Miller (TR) CA71@ecfcbis.com,
MillerTrustee@Sulmeyerlaw.com;
C124@ecfcbis.com;
ccaldwell@sulmeyerlaw.com
- Philip E Strok pstrok@swelawfirm.com,
gcruz@swelawfirm.com;
lgarrett@swelawfirm.com;
jchung@swelawfirm.com
United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) 12/13/21, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Barry Russell
U.S. Bankruptcy Court
Roybal Federal Building
255 E. Temple Street, Suite 1660
Los Angeles, CA 90012

Robert Finnerty
10425 Whipple Street
Toluca Lake, CA 91602

Elissa Miller, Trustee
333 South Grand Avenue
Suite 3400
Los Angeles, California 90071

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 12/13/21, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Robert Finnerty
Email: rfinnerty@actslaw.com; rfinnerty@robertfinnerty.com Elissa Miller, Trustee
emiller@sulmeyerlaw.com; millertrustee@sulmeyerlaw.com

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

☐ Service information continued on attached page

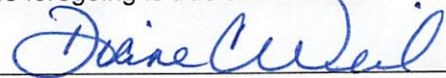
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

12/13/21

Date

Diane C. Weil

Printed Name



Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.